

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
MARSHALL DIVISION**

ATWATER PARTNERS OF TEXAS LLC,

Plaintiff,

v.

1. AT&T, INC.
2. ACTIONTEC ELECTRONICS, INC.
3. ADTRAN, INC.
4. ALLIED TELESIS, INC.
5. BILLION ELECTRIC CO. LTD.
6. BEC TECHNOLOGIES, INC.
7. BROADCOM CORPORATION
8. CISCO SYSTEMS, INC.
9. CISCO SYSTEMS (USA) PTE. LTD.
10. CISCO SYSTEMS INTERNATIONAL BV
11. COMTREND CORPORATION
12. CONSOLIDATED COMMUNICATIONS HOLDINGS, INC.
13. ENABLENCE TECHNOLOGIES, INC.
14. MINDSPEED TECHNOLOGIES, INC.
15. MOTOROLA, INC.
16. NETOPIA INC.
17. NETGEAR INC.
18. OCCAM NETWORKS, INC.
19. RAD DATA COMMUNICATIONS, LTD.
20. RAD COMMUNICATIONS, INC.
21. SHAREBAND TECHNOLOGIES, LLC
22. TELLABS, INC.
23. WINTEGRA, INC.
24. ZHONE TECHNOLOGIES, INC.
25. ZYXEL CORPORATION

Defendants.

Case No.

JURY TRIAL DEMANDED

COMPLAINT FOR PATENT INFRINGEMENT

1. This is an action for patent infringement in which Atwater Partners of Texas LLC (“Atwater” or “Plaintiff”) makes the following allegations against AT&T,

Inc., Actiontec Electronics, Inc., Adtran, Inc., Allied Telesis, Inc., Billion Electric Co. Ltd., BEC Technologies, Inc., Broadcom Corporation, Cisco Systems, Inc., Cisco Systems (USA) Pte. Ltd., Cisco Systems International BV, Comtrend Corporation, Consolidated Communications Holdings, Inc., Enablence Technologies, Inc., Mindspeed Technologies, Inc., Motorola, Inc., Netopia Inc., Netgear Inc., Occam Networks, Inc., Rad Data Communications, Ltd., Rad Communications, Inc., Shareband Technologies, LLC, Tellabs, Inc., Wintegra, Inc., Zhone Technologies, Inc., and Zyxel Corporation.

PARTIES

2. Plaintiff Atwater is a Texas Limited Liability Company with its principal place of business at 911 N.W. Loop 281, Ste. 27, Longview, Texas, 75604.

3. On information and belief, AT&T, Inc. (“AT&T”) is a Delaware corporation with its principal place of business at 175 E. Houston St., San Antonio, Texas 78205. AT&T may be served through its designated registered agent CT Corporation Systems, 350 North St. Paul Street, Dallas, Texas 75201.

4. On information and belief, Defendant Actiontec Electronics, Inc. (“Actiontec”) is a California corporation with its principle place of business at 760 N Mary Ave, Sunnyvale, CA, 94085. Actiontec may be served through its designated registered agent Dean Chang, 760 N. Mary Ave., Sunnyvale, CA 94085.

5. On information and belief, ADTRAN, Inc. (“ADTRAN”) is a Delaware corporation with its principal place of business at 901 Explorer Blvd., Huntsville, AL 35806. ADTRAN may be served through its designated registered agent CT Corp. System, 350 N. St. Paul Street, Dallas, Texas 75201.

6. On information and belief, Allied Telesis, Inc. (“Allied”) is a Delaware corporation with its principal place of business at 19800 N. Creek Pkwy., Ste. 100, Bothell, WA 98011. Allied may be served through its designated registered agent The Prentice-Hall Corporation System, Inc., 2711 Centerville Road Suite 400, Wilmington, DE 19808.

7. On information and belief, Billion Electric Co. Ltd. (“Billion Electric”) is a Taiwanese company with its principal place of business at 8F, No. 192, Sec. 2, Chung Hsing Rd., Hsin Tien City, Taiwan, R.O.C. On information and belief, Billion may be served at 8F, No. 192, Sec. 2, Chung Hsing Rd., Hsin Tien City, Taiwan, R.O.C., via an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process.

8. On information and belief, BEC Technologies, Inc. (“BEC”) is a California corporation with its principal place of business at 1500 Precision Dr., Ste. 100, Plano, TX, 75074-8652 and is a wholly owned subsidiary of Billion. BEC may be served through its designated registered agent Chia Hsing Lin, 14524 Blakehill Dr., Frisco, TX, 75035.

9. On information and belief, Broadcom Corporation (“Broadcom”) is a California corporation with its principal place of business at 5300 California Ave., Irvine, CA, 92617. Broadcom may be served through its designated registered agent National Registered Agents, Inc., 2875 Michelle Drive Suite 100, Irvine, California 92606.

10. On information and belief, Cisco Systems, Inc. (“Cisco”) is a Delaware corporation with its principal place of business at 170 West Tasman Dr., San Jose, CA

95134. Cisco may be served through its designated registered agent CSC – Lawyers Incorporating Service, 2730 Gateway Oaks Dr., Suite 100, Sacramento, California 95833.

11. On information and belief, Cisco Systems (USA) Pte. Ltd. (“Cisco USA”) is a Singapore corporation with its principal place of business at 168 Robinson Rd. #28-01, Capital Tower, Singapore, 068912. On information and belief, Cisco may be served at 168 Robinson Rd. #28-01, Capital Tower, Singapore, 068912, via an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process.

12. On information and belief, Cisco Systems International BV (“Cisco International”) is a Netherlands corporation with its principal place of business at Clipper Building Kabelweg, 39-471014 BA, Amsterdam, The Netherlands. On information and belief, Cisco International may be served at 168 Robinson Rd.#28-01, Capital Tower Singapore, 068912, via an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process.

13. On information and belief, Comtrend Corporation (“Comtrend”) is a California corporation with its principal place of business at 15375 Barranca Pkwy C104, Irvine, CA, 92618-2217. Comtrend may be served through its designated registered agent Alyssa White, 450 Newport Center Drive, Suite 625, Newport Beach, CA 92660.

14. On information and belief, Defendant Consolidated Communications Holdings, Inc. (“Consolidated”) is a Delaware corporation with its principle place of business at 121 S. 17th Street, Mattoon, IL, 61938. Consolidated may be served through its designated registered agent National Registered Agents, Inc., 160 Greentree Drive Suite 101, Dover, Delaware, 19904.

15. On information and belief, Defendant Enablence Technologies, Inc. (“Enablence”) is a Canadian company with its principle place of business at 400 March Road, Ottawa, ON, Canada K2K 3H4. On information and belief, Enablence may be served at 400 March Road, Ottawa, ON, Canada K2K 3H4, via an officer, a managing or general agent, or any other agent authorized by appointment or by law to receive service of process..

16. On information and belief, Mindspeed Technologies, Inc. (“Mindspeed”) is a Delaware corporation with its principal place of business at 4000 MacArthur Blvd., East Tower, Newport Beach, CA 92660. Mindspeed may be served through its designated registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

17. On information and belief, Motorola, Inc. (“Motorola”) is a Delaware corporation with its principal place of business at 1303 E. Algonquin Rd., Schaumburg, Illinois, 60196-4041. On information and belief, Netopia Inc. (“Netopia”) is a Delaware corporation and is a wholly owned subsidiary of Motorola. Motorola and Netopia may be served through its designated registered agent CT Corporation System, 350 N. St. Paul St., Ste. 2900, Dallas, Texas, 75201-4234.

18. On information and belief, Netgear Inc. (“Netgear”) is a Delaware corporation with its principal place of business at 350 E Plumeria Dr., San Jose, California 95134-1911. Netgear may be served through its designated registered agent Incorporating Services, Ltd., 3500 South Dupont Highway, Dover, Delaware 19901.

19. On information and belief, Defendant Occam Networks, Inc. (“Occam”) is a Delaware corporation with its principle place of business at 6868 Cortona Dr., Santa

Barbara, CA, 93117. Occam may be served through its designated registered agent National Registered Agents, Inc., 160 Greentree Drive, Ste. 101, Dover, Delaware, 19904.

20. On information and belief, Defendant Rad Data Communications, Ltd. (“Rad Data”) is a New Jersey corporation with its principle place of business at 900 Corporate Dr., Mahwah, New Jersey, 07430-3611. Rad Data may be served through its designated registered agent Johnice Rosenfield, 7611-H Rickenbacker Dr., Gaithersburg, Maryland, 20879.

21. On information and belief, Defendant Rad Communications, Inc. (“Rad Communications”) is a Maryland corporation with its principal place of business at 8656 Dakota Dr., Gaithersburg, Maryland 20877-4139. Rad may be served through its designated registered agent Johnice Rosenfield, 7611-H Rickenbacker Dr., Gaithersburg, Maryland, 20879.

22. On information and belief, Shareband Technologies, LLC (“Shareband”) is a Delaware corporation with its principal place of business at 2001 6th Avenue, Suite 2210, Seattle, WA 98121. Shareband may be served through its designated registered agent Corporation Service Company, 2711 Centerville Road Suite 400, Wilmington, DE 19808.

23. On information and belief, Tellabs, Inc. (“Tellabs”) is a Delaware corporation with its principal place of business at 1415 W. Diehl Rd., Naperville, IL, 60563. Tellabs may be served through its designated registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

24. On information and belief, Wintegra, Inc. (“Wintegra”) is a Delaware corporation with its principal place of business at 6850 Austin Center Blvd., Suite 215, Austin, Texas 78731. Wintegra may be served through its designated registered agent Jacob Ben-Zvi, 5604 Sedona Drive, Austin, Texas 78759.

25. On information and belief, Defendant Zhone Technologies, Inc. (“Zhone”) is a Delaware corporation with its principal place of business at Zhone Way 7001 Oakport Street, Oakland, CA, 94621. Zhone may be served through its designated registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801.

26. On information and belief, ZyXEL Communications, Inc. (“ZyXEL”) is a Delaware corporation with its principal place of business at 1130 North Miller St., Anaheim, California, 92806-2001. ZyXEL may be served through its designated registered agent The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

JURISDICTION AND VENUE

26. This action arises under the patent laws of the United States, Title 35 of the United States Code. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338(a).

27. Venue is proper in this district under 28 U.S.C. §§ 1391(c) and 1400(b). On information and belief, Defendants have transacted business in this district, and have committed and/or induced acts of patent infringement in this district.

28. On information and belief, Defendants are subject to this Court’s specific and general personal jurisdiction pursuant to due process and/or the Texas Long Arm

Statute, due at least to its substantial business in this forum, including: (i) at least a portion of the infringements alleged herein; and (ii) regularly doing or soliciting business, engaging in other persistent courses of conduct, and/or deriving substantial revenue from goods and services provided to individuals in Texas and in this Judicial District.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 6,490,296

29. Plaintiff is the owner by assignment of United States Patent No. 6,490,296 (“the '296 Patent”) entitled “Multi-Link Segmentation and Reassembly for Bonding Multiple PVC’s in an Inverse Multiplexing Arrangement” – including all rights to recover for past and future acts of infringement. The '296 Patent issued on December 3, 2002. A true and correct copy of the '296 Patent is attached as Exhibit A.

30. On information and belief, AT&T has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by AT&T include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least AT&T’s Wholesale Inverse Multiplexing (IMA) over Asynchronous Transfer Mode (ATM) Service, infringing one or more claims of the '296 Patent. AT&T is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

31. On information and belief, Actiontech has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Actiontech include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United

States, at least Actiontech's Wireless Dual DSL Gateway products, infringing one or more claims of the '296 Patent. Actiontech is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

32. On information and belief, ADTRAN has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by ADTRAN include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least ADTRAN's Total Access 5000 ADSL2+ COMBO 24-Port Access Module, infringing one or more claims of the '296 Patent. ADTRAN is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

33. On information and belief, Allied has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Allied include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Allied's 11.0 firmware for the Allied Telesis iMAP, infringing one or more claims of the '296 Patent. Allied is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

34. On information and belief, Billion Electric and BEC (collectively "Billion") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Billion include, without

limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Billion's BiPAC 7522(G) router series, infringing one or more claims of the '296 Patent. Billion is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

35. On information and belief, Broadcom has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Broadcom include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Broadcom's BCM96519 multi-line DSL terminal solution, infringing one or more claims of the '296 Patent. Broadcom is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

36. On information and belief, Cisco Systems, Cisco USA and Cisco International (collectively "Cisco") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Cisco include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Cisco's IP RAN Service Module for the Cisco® ONS 15454 SONET/SDH Multiservice Provisioning Platform (MSPP), infringing one or more claims of the '296 Patent. Cisco is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

37. On information and belief, Comtrend has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the

infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Comtrend include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631/5631E ADSL2+ Bonded Router, infringing one or more claims of the '296 Patent. Comtrend is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

38. On information and belief, Consolidated has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Consolidated include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631 802.11g Wireless ADSL2+ Bonded Gateway, infringing one or more claims of the '296 Patent. Consolidated is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

39. On information and belief, Enablence has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Enablence include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Enablence's xDSL/TDM/POTS services and products, infringing one or more claims of the '296 Patent. Enablence is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

40. On information and belief, Mindspeed has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Mindspeed include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Mindspeed's M28525 IMA-16 Inverse Multiplexing for ATM device, infringing one or more claims of the '296 Patent. Mindspeed is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

41. On information and belief, Motorola and Netopia have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Motorola and Netopia include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Netopia's MiAVo Bonded ADSL2+ Wi-Fi Gateways, infringing one or more claims of the '296 Patent. Motorola and Netopia are thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

42. On information and belief, Netgear and Shareband have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Netgear and Shareband include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Shareband's bonded broadband services utilizing routers and aggregation servers, infringing one or more claims of the '296 Patent. Netgear and

Shareband are thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

43. On information and belief, Occam has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Occam include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Occam's BLC 6244 ADSL2Plus Blade product, infringing one or more claims of the '296 Patent. Occam is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

44. On information and belief, Rad Data and Rad Communications (collectively "Rad") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Rad include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Rad's LA-110 Integrated Access Device, infringing one or more claims of the '296 Patent. Rad is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

45. On information and belief, Tellabs has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Tellabs include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least

Tellabs's ADSL2+ 6+0B high-performance line card, infringing one or more claims of the '296 Patent. Tellabs is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

46. On information and belief, Wintegra has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Wintegra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Wintegra's WinPath2 access processor, infringing one or more claims of the '296 Patent. Wintegra is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

47. On information and belief, Zhone has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by Zhone include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Zhone's EtherXtend High-speed Ethernet Access Devices, infringing one or more claims of the '296 Patent. Zhone is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

48. On information and belief, ZyXEL has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '296 Patent in this judicial district, and elsewhere in the United States. Infringements by ZyXEL include, without limitation, making, using,

offering for sale, and/or selling within the United States, and/or importing into the United States, at least ZyXEL's P-793H v2 G.SHDSL.bis bonded broadband gateway, infringing one or more claims of the '296 Patent. ZyXEL is thus liable for infringement of the '296 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

COUNT II
INFRINGEMENT OF U.S. PATENT NO. 7,158,523

49. Plaintiff is the owner by assignment of United States Patent No. 7,158,523 ("the '523 Patent") entitled "Multi-Link Segmentation and Reassembly Sublayer for Bonding Asynchronous Transfer Mode Permanent Virtual Circuits" – including all rights to recover for past and future acts of infringement. The '523 Patent issued on January 2, 2007. A true and correct copy of the '523 Patent is attached as Exhibit B.

50. On information and belief, AT&T has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by AT&T include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least AT&T's Wholesale Inverse Multiplexing (IMA) over Asynchronous Transfer Mode (ATM) Service, infringing one or more claims of the '531 Patent. AT&T is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

51. On information and belief, Actiontech has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Actiontech include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United

States, at least Actiontech's Wireless Dual DSL Gateway products, infringing one or more claims of the '531 Patent. Actiontech is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

52. On information and belief, ADTRAN has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by ADTRAN include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least ADTRAN's Total Access 5000 ADSL2+ COMBO 24-Port Access Module, infringing one or more claims of the '531 Patent. ADTRAN is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

53. On information and belief, Allied has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Allied include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Allied's 11.0 firmware for the Allied Telesis iMAP, infringing one or more claims of the '531 Patent. Allied is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

54. On information and belief, Billion Electric and BEC (collectively "Billion") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Billion include, without

limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Billion's BiPAC 7522(G) router series, infringing one or more claims of the '531 Patent. Billion is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

55. On information and belief, Broadcom has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Broadcom include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Broadcom's BCM96519 multi-line DSL terminal solution, infringing one or more claims of the '531 Patent. Broadcom is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

56. On information and belief, Cisco Systems, Cisco USA and Cisco International (collectively "Cisco") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Cisco include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Cisco's IP RAN Service Module for the Cisco® ONS 15454 SONET/SDH Multiservice Provisioning Platform (MSPP), infringing one or more claims of the '531 Patent. Cisco is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

57. On information and belief, Comtrend has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the

infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Comtrend include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631/5631E ADSL2+ Bonded Router, infringing one or more claims of the '531 Patent. Comtrend is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

58. On information and belief, Consolidated has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Consolidated include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631 802.11g Wireless ADSL2+ Bonded Gateway, infringing one or more claims of the '531 Patent. Consolidated is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

59. On information and belief, Enablence has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Enablence include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Enablence's xDSL/TDM/POTS services and products, infringing one or more claims of the '531 Patent. Enablence is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

60. On information and belief, Mindspeed has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Mindspeed include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Mindspeed's M28525 IMA-16 Inverse Multiplexing for ATM device, infringing one or more claims of the '531 Patent. Mindspeed is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

61. On information and belief, Motorola and Netopia have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Motorola and Netopia include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Netopia's MiAVo Bonded ADSL2+ Wi-Fi Gateways, infringing one or more claims of the '531 Patent. Motorola and Netopia are thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

62. On information and belief, Netgear and Shareband have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Netgear and Shareband include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Shareband's bonded broadband services utilizing routers and aggregation servers, infringing one or more claims of the '531 Patent. Netgear and

Shareband are thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

63. On information and belief, Occam has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Occam include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Occam's BLC 6244 ADSL2Plus Blade product, infringing one or more claims of the '531 Patent. Occam is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

64. On information and belief, Rad Data and Rad Communications (collectively "Rad") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Rad include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Rad's LA-110 Integrated Access Device, infringing one or more claims of the '531 Patent. Rad is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

65. On information and belief, Tellabs has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Tellabs include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least

Tellabs's ADSL2+ 6+0B high-performance line card, infringing one or more claims of the '531 Patent. Tellabs is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

66. On information and belief, Wintegra has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Wintegra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Wintegra's WinPath2 access processor, infringing one or more claims of the '531 Patent. Wintegra is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

67. On information and belief, Zhone has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by Zhone include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Zhone's EtherXtend High-speed Ethernet Access Devices, infringing one or more claims of the '531 Patent. Zhone is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

68. On information and belief, ZyXEL has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '531 Patent in this judicial district, and elsewhere in the United States. Infringements by ZyXEL include, without limitation, making, using,

offering for sale, and/or selling within the United States, and/or importing into the United States, at least ZyXEL's P-793H v2 G.SHDSL.bis bonded broadband gateway, infringing one or more claims of the '531 Patent. ZyXEL is thus liable for infringement of the '531 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

COUNT III
INFRINGEMENT OF U.S. PATENT NO. 7,161,953

69. Plaintiff is the owner by assignment of United States Patent No. 7,161,953 ("the '953 Patent") entitled "Bonding Mutiple G.SHDSL Links" – including all rights to recover for past and future acts of infringement. The '953 Patent issued on January 9, 2007. A true and correct copy of the '953 Patent is attached as Exhibit C.

70. On information and belief, AT&T has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by AT&T include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least AT&T's Wholesale Inverse Multiplexing (IMA) over Asynchronous Transfer Mode (ATM) Service, infringing one or more claims of the '953 Patent. AT&T is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

71. On information and belief, Actiontech has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Actiontech include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Actiontech's Wireless Dual DSL Gateway products, infringing one or

more claims of the '953 Patent. Actiontech is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

72. On information and belief, ADTRAN has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by ADTRAN include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least ADTRAN's Total Access 5000 ADSL2+ COMBO 24-Port Access Module, infringing one or more claims of the '953 Patent. ADTRAN is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

73. On information and belief, Allied has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Allied include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Allied's 11.0 firmware for the Allied Telesis iMAP, infringing one or more claims of the '953 Patent. Allied is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

74. On information and belief, Billion Electric and BEC (collectively "Billion") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Billion include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or

importing into the United States, at least Billion's BiPAC 7522(G) router series, infringing one or more claims of the '953 Patent. Billion is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

75. On information and belief, Broadcom has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Broadcom include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Broadcom's BCM96519 multi-line DSL terminal solution, infringing one or more claims of the '953 Patent. Broadcom is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

76. On information and belief, Cisco Systems, Cisco USA and Cisco International (collectively "Cisco") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Cisco include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Cisco' IP RAN Service Module for the Cisco® ONS 15454 SONET/SDH Multiservice Provisioning Platform (MSPP), infringing one or more claims of the '953 Patent. Cisco is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

77. On information and belief, Comtrend has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the

United States. Infringements by Comtrend include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631/5631E ADSL2+ Bonded Router, infringing one or more claims of the '953 Patent. Comtrend is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

78. On information and belief, Consolidated has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Consolidated include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631 802.11g Wireless ADSL2+ Bonded Gateway, infringing one or more claims of the '953 Patent. Consolidated is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

79. On information and belief, Enablence has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Enablence include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Enablence's xDSL/TDM/POTS services and products, infringing one or more claims of the '953 Patent. Enablence is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

80. On information and belief, Mindspeed has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the

infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Mindspeed include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Mindspeed's M28525 IMA-16 Inverse Multiplexing for ATM device, infringing one or more claims of the '953 Patent. Mindspeed is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

81. On information and belief, Motorola and Netopia have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Motorola and Netopia include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Netopia's MiAVo Bonded ADSL2+ Wi-Fi Gateways, infringing one or more claims of the '953 Patent. Motorola and Netopia are thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

82. On information and belief, Netgear and Shareband have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Netgear and Shareband include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Shareband's bonded broadband services utilizing routers and aggregation servers, infringing one or more claims of the '953 Patent. Netgear and Shareband are thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

83. On information and belief, Occam has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Occam include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Occam's BLC 6244 ADSL2Plus Blade product, infringing one or more claims of the '953 Patent. Occam is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

84. On information and belief, Rad Data and Rad Communications (collectively "Rad") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Rad include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Rad's LA-110 Integrated Access Device, infringing one or more claims of the '953 Patent. Rad is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

85. On information and belief, Tellabs has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Tellabs include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Tellabs's ADSL2+ 6+0B high-performance line card, infringing one or more claims of

the '953 Patent. Tellabs is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

86. On information and belief, Wintegra has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Wintegra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Wintegra's WinPath2 access processor, infringing one or more claims of the '953 Patent. Wintegra is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

87. On information and belief, Zhone has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by Zhone include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Zhone's EtherXtend High-speed Ethernet Access Devices, infringing one or more claims of the '953 Patent. Zhone is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

88. On information and belief, ZyXEL has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '953 Patent in this judicial district, and elsewhere in the United States. Infringements by ZyXEL include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United

States, at least ZyXEL's P-793H v2 G.SHDSL.bis bonded broadband gateway, infringing one or more claims of the '953 Patent. ZyXEL is thus liable for infringement of the '953 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

**COUNT IV
INFRINGEMENT OF U.S. PATENT NO. 7,310,310**

89. Plaintiff is the owner by assignment of United States Patent No. 7,310,310 ("the '310 Patent") entitled "Multi-Link SAR for Bonding ATM Cell-Streams" – including all rights to recover for past and future acts of infringement. The '310 Patent issued on December 18, 2007. A true and correct copy of the '310 Patent is attached as Exhibit D.

90. On information and belief, AT&T has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by AT&T include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least AT&T's Wholesale Inverse Multiplexing (IMA) over Asynchronous Transfer Mode (ATM) Service, infringing one or more claims of the '310 Patent. AT&T is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

91. On information and belief, Actiontech has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Actiontech include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Actiontech's Wireless Dual DSL Gateway products, infringing one or

more claims of the '310 Patent. Actiontech is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

92. On information and belief, ADTRAN has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by ADTRAN include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least ADTRAN's Total Access 5000 ADSL2+ COMBO 24-Port Access Module, infringing one or more claims of the '310 Patent. ADTRAN is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

93. On information and belief, Allied has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Allied include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Allied's 11.0 firmware for the Allied Telesis iMAP, infringing one or more claims of the '310 Patent. Allied is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

94. On information and belief, Billion Electric and BEC (collectively "Billion") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Billion include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or

importing into the United States, at least Billion's BiPAC 7522(G) router series, infringing one or more claims of the '310 Patent. Billion is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

95. On information and belief, Broadcom has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Broadcom include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Broadcom's BCM96519 multi-line DSL terminal solution, infringing one or more claims of the '310 Patent. Broadcom is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

96. On information and belief, Cisco Systems, Cisco USA and Cisco International (collectively "Cisco") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Cisco include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Cisco' IP RAN Service Module for the Cisco® ONS 15454 SONET/SDH Multiservice Provisioning Platform (MSPP), infringing one or more claims of the '310 Patent. Cisco is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

97. On information and belief, Comtrend has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the

United States. Infringements by Comtrend include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631/5631E ADSL2+ Bonded Router, infringing one or more claims of the '310 Patent. Comtrend is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

98. On information and belief, Consolidated has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Consolidated include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631 802.11g Wireless ADSL2+ Bonded Gateway, infringing one or more claims of the '310 Patent. Consolidated is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

99. On information and belief, Enablence has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Enablence include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Enablence's xDSL/TDM/POTS services and products, infringing one or more claims of the '310 Patent. Enablence is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

100. On information and belief, Mindspeed has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the

infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Mindspeed include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Mindspeed's M28525 IMA-16 Inverse Multiplexing for ATM device, infringing one or more claims of the '310 Patent. Mindspeed is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

101. On information and belief, Motorola and Netopia have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Motorola and Netopia include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Netopia's MiAVo Bonded ADSL2+ Wi-Fi Gateways, infringing one or more claims of the '310 Patent. Motorola and Netopia are thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

102. On information and belief, Netgear and Shareband have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Netgear and Shareband include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Shareband's bonded broadband services utilizing routers and aggregation servers, infringing one or more claims of the '310 Patent. Netgear and Shareband are thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

103. On information and belief, Occam has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Occam include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Occam's BLC 6244 ADSL2Plus Blade product, infringing one or more claims of the '310 Patent. Occam is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

104. On information and belief, Rad Data and Rad Communications (collectively "Rad") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Rad include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Rad's LA-110 Integrated Access Device, infringing one or more claims of the '310 Patent. Rad is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

105. On information and belief, Tellabs has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Tellabs include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Tellabs's ADSL2+ 6+0B high-performance line card, infringing one or more claims of

the '310 Patent. Tellabs is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

106. On information and belief, Wintegra has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Wintegra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Wintegra's WinPath2 access processor, infringing one or more claims of the '310 Patent. Wintegra is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

107. On information and belief, Zhone has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by Zhone include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Zhone's EtherXtend High-speed Ethernet Access Devices, infringing one or more claims of the '310 Patent. Zhone is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

108. On information and belief, ZyXEL has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '310 Patent in this judicial district, and elsewhere in the United States. Infringements by ZyXEL include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United

States, at least ZyXEL's P-793H v2 G.SHDSL.bis bonded broadband gateway, infringing one or more claims of the '310 Patent. ZyXEL is thus liable for infringement of the '310 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

COUNT V
INFRINGEMENT OF U.S. PATENT NO. 7,349,401

109. Plaintiff is the owner by assignment of United States Patent No. 7,349,401 ("the '401 Patent") entitled "Bonded G.SHDSL Links for ATM Backhaul Applications" – including all rights to recover for past and future acts of infringement. The '401 Patent issued on March 25, 2008. A true and correct copy of the '401 Patent is attached as Exhibit E.

110. On information and belief, AT&T has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by AT&T include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least AT&T's Wholesale Inverse Multiplexing (IMA) over Asynchronous Transfer Mode (ATM) Service, infringing one or more claims of the '401 Patent. AT&T is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

111. On information and belief, Actiontech has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Actiontech include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Actiontech's Wireless Dual DSL Gateway products, infringing one or

more claims of the '401 Patent. Actiontech is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

112. On information and belief, ADTRAN has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by ADTRAN include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least ADTRAN's Total Access 5000 ADSL2+ COMBO 24-Port Access Module, infringing one or more claims of the '401 Patent. ADTRAN is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

113. On information and belief, Allied has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Allied include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Allied's 11.0 firmware for the Allied Telesis iMAP, infringing one or more claims of the '401 Patent. Allied is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

114. On information and belief, Billion Electric and BEC (collectively "Billion") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Billion include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or

importing into the United States, at least Billion's BiPAC 7522(G) router series, infringing one or more claims of the '401 Patent. Billion is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

115. On information and belief, Broadcom has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Broadcom include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Broadcom's BCM96519 multi-line DSL terminal solution, infringing one or more claims of the '401 Patent. Broadcom is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

116. On information and belief, Cisco Systems, Cisco USA and Cisco International (collectively "Cisco") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Cisco include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Cisco' IP RAN Service Module for the Cisco® ONS 15454 SONET/SDH Multiservice Provisioning Platform (MSPP), infringing one or more claims of the '401 Patent. Cisco is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

117. On information and belief, Comtrend has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the

United States. Infringements by Comtrend include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631/5631E ADSL2+ Bonded Router, infringing one or more claims of the '401 Patent. Comtrend is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

118. On information and belief, Consolidated has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Consolidated include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Comtrend's Nexuslink 5631 802.11g Wireless ADSL2+ Bonded Gateway, infringing one or more claims of the '401 Patent. Consolidated is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

119. On information and belief, Enablence has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Enablence include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Enablence's xDSL/TDM/POTS services and products, infringing one or more claims of the '401 Patent. Enablence is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

120. On information and belief, Mindspeed has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the

infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Mindspeed include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Mindspeed's M28525 IMA-16 Inverse Multiplexing for ATM device, infringing one or more claims of the '401 Patent. Mindspeed is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

121. On information and belief, Motorola and Netopia have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Motorola and Netopia include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Netopia's MiAVo Bonded ADSL2+ Wi-Fi Gateways, infringing one or more claims of the '401 Patent. Motorola and Netopia are thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

122. On information and belief, Netgear and Shareband have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Netgear and Shareband include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Shareband's bonded broadband services utilizing routers and aggregation servers, infringing one or more claims of the '401 Patent. Netgear and Shareband are thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

123. On information and belief, Occam has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Occam include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Occam's BLC 6244 ADSL2Plus Blade product, infringing one or more claims of the '401 Patent. Occam is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

124. On information and belief, Rad Data and Rad Communications (collectively "Rad") have been and now are directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Rad include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Rad's LA-110 Integrated Access Device, infringing one or more claims of the '401 Patent. Rad is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

125. On information and belief, Tellabs has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Tellabs include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Tellabs's ADSL2+ 6+0B high-performance line card, infringing one or more claims of

the '401 Patent. Tellabs is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

126. On information and belief, Wintegra has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Wintegra include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Wintegra's WinPath2 access processor, infringing one or more claims of the '401 Patent. Wintegra is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

127. On information and belief, Zhone has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by Zhone include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United States, at least Zhone's EtherXtend High-speed Ethernet Access Devices, infringing one or more claims of the '401 Patent. Zhone is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

128. On information and belief, ZyXEL has been and now is directly infringing, and/or inducing infringement by others, and/or contributing to the infringement by others of the '401 Patent in this judicial district, and elsewhere in the United States. Infringements by ZyXEL include, without limitation, making, using, offering for sale, and/or selling within the United States, and/or importing into the United

States, at least ZyXEL's P-793H v2 G.SHDSL.bis bonded broadband gateway, infringing one or more claims of the '401 Patent. ZyXEL is thus liable for infringement of the '401 Patent pursuant to 35 U.S.C. § 271(a), (b) & (c).

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully requests that this Court enter:

1. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '296 Patent;

2. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '296 Patent;

3. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '296 Patent as provided under 35 U.S.C. § 284;

4. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '523 Patent;

5. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '523 Patent;

6. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '523 Patent as provided under 35 U.S.C. § 284;

7. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '953 Patent;

8. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '953 Patent;

9. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '953 Patent as provided under 35 U.S.C. § 284;

10. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '310 Patent;

11. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '310 Patent;

12. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '310 Patent as provided under 35 U.S.C. § 284;

13. A judgment in favor of Plaintiff that Defendants have infringed, directly, jointly, and/or indirectly, by way of inducing and/or contributing to the infringement of the '401 Patent;

14. A permanent injunction enjoining Defendants and their officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries, parents, and all others acting in active concert therewith from infringement, inducing the infringement of, or contributing to the infringement of the '401 Patent;

15. A judgment and order requiring Defendants to pay Plaintiff its damages, costs, expenses, and prejudgment and post-judgment interest for Defendants' infringement of the '401 Patent as provided under 35 U.S.C. § 284;

16. A judgment and order finding that this is an exceptional case within the meaning of 35 U.S.C. § 285 and awarding to Plaintiff its reasonable attorneys' fees; and

17. Any and all other relief to which Plaintiff may show itself to be entitled.

DEMAND FOR JURY TRIAL

Plaintiff, under Rule 38 of the Federal Rules of Civil Procedure, requests a trial by jury of any issues so triable by right.

Dated: May 27, 2010

Respectfully submitted,

/s/ Andrew W. Spangler
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